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or not there was a contract of marriage is finally settled, is ingenious but not convincing. It is too refined for everyday application. The contention of the bankrupt in the District Court, was as stated by the referee, that:

'The referee should first sit and hear whether or not a contract of marriage was outstanding between these two parties, which was broken by one of them, and, having determined that issue in my mind, it is discretionary with me to send it where I choose in order to liquidate the damages for a breach.'

In other words there must be two trials, one by the referee to determine whether the contract exists and another before a jury to determine the amount of the damages. We cannot agree to this proposition. The claim exists when the claimant alleges that the bankrupt promised to marry her, that he did so may be disputed and the proof may show that the claim is unfounded, but it is a claim, nevertheless, and if established and damages are found by reason of the breach of contract, they may be regarded as liquidated by the bankruptcy court."

Internal Revenue—Manufacturing an Article—Seidler v. United States, 228 Fed. 22.—In the principal case the court said: "We cannot agree that adding water to an extract of opium, which is itself smokable, is a manufacture of opium for smoking purposes. The character of the article is not thereby changed. It would be as fair to say that grinding coffee beans was manufacturing coffee for drinking purposes, or that adding water to raw whisky was manufacturing whisky for drinking purposes. To manufacture an article, as stated in Anheuser-Busch Association *v.* United States, 207 U. S. 556, 28 Sup. Ct. 204, 52 L. Ed. 336, implies a change in its nature—'there must be transformation; a new and different article must emerge having a distinctive name, character or use.' Congress has no authority to exercise police power in the states; and a revenue law should not be strained for the purposes of conviction."

Telegraph Companies—Use of State Bridge—Federal Post Roads Act—Postal Telegraph-Cable Co. v. State Roads Commission, 96 Atl., 439.—In the principal case it was laid down that a State can recover compensation for the special and exclusive use of a part of a bridge, forming part of its highways, by a telegraph company for carrying its wires; also that the right of the State to recover of a telegraph company compensation for use of part of its bridge for carrying the company's wires is not affected by the bridge being part of a highway which was a post road, or that the company was an interstate telegraph company, subject to and entitled to the benefit of the Federal Post Roads Act.

The court in the principal case said: "It is not easy to understand